



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

DIGEST OF OTHER RECENT VIRGINIA DECISIONS.**Supreme Court of Appeals.**

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

JACKSON *v.* DOTSON.

Sept. 9, 1909.

[65 S. E. 484.]

1. **Assumpsit, Action of (§ 20*)—Pleading—Answer.**—Under the statute providing that there shall be an inquiry of damages in assumpsit on a contract for the payment of money, unless defendant file with his plea an affidavit of himself or his agent that the plaintiff is not entitled, as affiant verily believes, to recover anything from defendant on such claim, etc., where defendant pleaded that he did not undertake or promise in manner and form as plaintiff has complained, an affidavit filed with the plea "that the matters stated in the annexed plea are true" substantially complied with the statute.

[Ed. Note.—For other cases, see Assumpsit, Action of, Cent. Dig. § 115; Dec. Dig. § 20.* 2 Va.-W. Va. Enc. Dig. 57, et seq.]

2. **Assumpsit, Action of (§ 20*)—Pleading—Answer.**—The requirement of the statute may be waived by the plaintiff.

[Ed. Note.—For other cases, see Assumpsit, Action of, Cent. Dig. § 114; Dec. Dig. § 20.* 2 Va.-W. Va. Enc. Dig. 58.]

3. **Assumpsit, Action of (§ 20*)—Pleading—Answer.**—Plaintiff waived the requirement of the statute providing that in assumpsit on a contract for the payment of money there shall be an inquiry of damages, unless defendant file with his plea an affidavit that plaintiff is not entitled to recover anything on his claim, etc., where he made no objection to the plea, or to a continuance of the cause to the next term of court, with leave to defendant to file within 15 days his grounds of defense.

[Ed. Note.—For other cases, see Assumpsit, Action of, Cent. Dig. § 114; Dec. Dig. § 20.* 2 Va.-W. Va. Enc. Dig. 58.]

Judgment reversed and remanded. All the judges concur.

HAGAN *v.* TAYLOR *et al.*

Sept. 9, 1909.

[65 S. E. 487.]

1. **Partition (§ 16*)—When Maintainable.**—Under the liberal provisions of Code 1904, § 2562, relating to partition, that plaintiff held the legal title to the entire property, while defendants, his tenants in

*For other cases see same topic and section NUMBER in Dec. & Am. Digs. 1907 to date, & Reporter Indexes.